

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CapitalSource Finance LLC		11/02/2005	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Gardenburger, Inc.		
Street Address:	15615 Alton Parkway, Suite 350		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	CORPORATION: OREGON		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Registration Number:	1409666	GARDENBURGER	
Registration Number:	2145861	GARDENBURGER VEGGIE MEDLEY	
Registration Number:	2103545	GARDENBURGER	
Registration Number:	2182470	GARDENVEGAN	
Registration Number:	2250582	FIRE ROASTED VEGETABLE GARDENBURGER	
Registration Number:	2214768	HAMBURGER STYLE GARDENBURGER	
Registration Number:	2376185	TAYBURN	
Registration Number:	2433717	GARDENBURGER HAMBURGER CLASSIC	
Registration Number:	1987820	GARDENSAUSAGE	
Registration Number:	2145876	GARDENBURGER ZESTY BEAN	
Registration Number:	2257669	NEW YEAR'S RESOLUTION SOLUTION	
Registration Number:	2250583	GARDENBURGER CLASSIC GREEK	
Registration Number:	2431878	GARDENBURGER VEGGIE VEGAN	

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TRADEMARK
REEL: 003307 FRAME: 0437

Registration Number:	2082694	GARDENSTEAK
Registration Number:	2608349	GARDENCHEF PAUL WENNER
Registration Number:	2191566	EATING GOOD JUST GOT GREAT
Registration Number:	2250584	SAVORY MUSHROOM GARDENBURGER
Registration Number:	2409330	GARDENBURGER SANTA FE
Registration Number:	2348813	THE ORIGINAL GARDENBURGER
Registration Number:	2457162	GARDENBURGER FLAME GRILLED
Registration Number:	2002637	GARDENBURGER SUB
Registration Number:	2103410	GARDENBURGER
Registration Number:	2204095	
Registration Number:	2284033	GARDENBURGER SAVORY MUSHROOM
Registration Number:	2402720	SANTA FE GARDENBURGER
Registration Number:	2143484	GARDENBURGER HAMBURGER STYLE
Registration Number:	2117812	
Registration Number:	2165961	THE ONLY ONE ON EARTH
Registration Number:	2250581	CLASSIC GREEK GARDENBURGER
Registration Number:	2250585	GARDENBURGER FIRE ROASTED VEGETABLE
Registration Number:	2400907	LIFEBURGER
Registration Number:	2782906	EAT POSITIVE
Serial Number:	75862902	GARDENBURGER CRUMBLES
Serial Number:	75370746	HEARTYBURGER
Serial Number:	75491948	GARDENBURGER BITES
Serial Number:	75749526	GARDENBURGER PIZZA
Serial Number:	75862934	GARDENBURGER ENTREES
Serial Number:	75392762	GARDENNUGGETS
Serial Number:	78033592	GARDENWRAP
Serial Number:	75325908	VEGGIEPRIME
Serial Number:	75862607	GARDENBURGER ORGANICS
Serial Number:	76264005	GARDENBURGER RIBLETS
Serial Number:	75862736	GARDENBACON
Serial Number:	76323926	GARDENBITES

CORRESPONDENCE DATA

Fax Number: (703)415-1557

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

TRADEMARK
REEL: 003307 FRAME: 0438

Phone: 703-415-1555
Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki
Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007
Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER: 6050064

NAME OF SUBMITTER: Christopher E. Kondracki

Signature: /Christopher E. Kondracki/

Date: 05/12/2006

Total Attachments: 37

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NOTICE OF TERMINATION OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Reference is made to that certain Intellectual Property Security Agreement dated as of January 10, 2002 made by Gardenburger, Inc., an Oregon corporation ("**Debtor**") in favor of CapitalSource Finance LLC, a Delaware limited liability company ("**Secured Party**") (the "**Original Agreement**"), as amended by that certain First Amendment to Intellectual Property Security Agreement dated as of March 21, 2005 ("**First Amendment**"; and together with the Original Agreement, the "**Intellectual Property Security Agreement**"). Capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the Intellectual Property Security Agreement.

WHEREAS, the Original Agreement was recorded in the United States Patent and Trademark Office on January 10, 2002 at Reel: 2439, Frame: 0563;

WHEREAS, the First Amendment was recorded in the United States Patent and Trademark Office on April 7, 2005, Reel: 003061, Frame: 0557; and

WHEREAS, Secured Party wishes to provide a document suitable for recording in the United States Patent and Trademark office for purposes of recording the release, relinquishment and discharge of the security interests in and to the Trademarks, Patents and Copyrights granted by Debtor to Secured Party under and pursuant to the Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Secured Party hereby relinquishes, releases and discharges its security interest in and to the Trademarks, Patents and Copyrights.

IN WITNESS WHEREOF, the Secured Party has caused this Notice of Termination of Intellectual Property Security Agreement to be duly executed as of November 22, 2005.

CAPITALSOURCE FINANCE LLC, as
Secured Party

By: _____

Name: _____

Title: _____

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CapitalSource/Gardenburger/Notice of Termination of Intellectual Property Security Agreement

TRADEMARK
REEL: 003307 FRAME: 0441

FIRST AMENDMENT
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment"), dated March 21, 2005, is by and between GARDENBURGER, INC., an Oregon corporation ("Debtor"), and CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as a Lender and administrative agent and collateral agent for Lenders (in such capacities, "Secured Party") pursuant to the Loan Agreement (as defined below), and is delivered pursuant to that certain Intellectual Property Security Agreement, dated January 10, 2002 (the "Agreement") by and between Debtor and Secured Party. Capitalized terms used herein and not defined herein shall have the meanings given such terms in the Agreement.

WITNESSETH

WHEREAS, Secured Party, Lenders and Debtor have entered into financing arrangements pursuant to which Lenders may make loans and advances and provide other financial accommodations to Debtor as set forth in the Revolving Credit and Term Loan Agreement, dated as of January 10, 2002, by and among Secured Party, Lenders and Debtor (as amended and as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Amendment (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Loan Documents"); and

WHEREAS, in order to induce Secured Party and Lenders to continue to make loans and advances and provide other financial accommodations to Debtor pursuant to the Loan Agreement and the other Loan Documents, Debtor has agreed to execute this Amendment;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. **AMENDMENTS TO AGREEMENT**

A. Section 1(a) of the Agreement is hereby amended to add the following after the word "trademarks" the first time it appears therein:

"general intangibles, trade secrets, formulae, processes, know-how, data, recipes, compounds, designs,".

B. Exhibit A to the Agreement is hereby amended to add the Trademarks, Copyrights and Patents set forth on Schedule 1 to this Amendment, which Trademarks, Copyrights and Patents shall be and become part of the Trademarks, Copyrights and Patents

referred to in the Agreement and Exhibit A attached thereto and shall constitute security for the Obligations. In connection with the foregoing, all references to Exhibit A in the Agreement are hereby deemed to refer to Exhibit A as amended by Schedule 1 to this Amendment. Debtor represents and warrants to Secured Party that the Trademarks, Patents and Copyrights set forth on Exhibit A to the Agreement, as amended by Schedule 1 to this Amendment represent all of the registered Trademarks, Patents and registered Copyrights of Debtor.

2. CONFIRMATION OF GRANT OF SECURITY INTEREST

Debtor hereby: (a) reaffirms all prior grants of security interests in favor of Secured Party in all of Debtor's right, title and interest in, to and under the Trademarks, Patents and Copyrights under the Agreement, including without limitation, those set forth on Exhibit A to the Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Secured Party continuing security interests in all of Debtor's right, title and interest in, to, and under the Trademarks, Patents and Copyrights set forth on Schedule 1 attached hereto as fully as if the Trademarks, Patents and Copyrights had originally been located on Exhibit A to the Agreement; (c) represents, warrants and covenants that the representations, warranties and covenants in the Agreement (including, without limitation in Section 3 thereof), as amended by this Amendment, are true, correct and in full force and effect in all respects on and as of the date hereof, as though made on such date, except to the extent that any such representations or warranties relate solely to an earlier date; and (d) agrees that the Agreement, as amended hereby is and shall remain in full force and effect.

3. GENERAL PROVISIONS

A. The provisions of this Amendment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Amendment in any other jurisdiction.

B. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by facsimile shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by facsimile also shall deliver an original executed counterpart of this Amendment, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment. The foregoing shall apply to each other Loan Document *mutatis mutandis*. This Amendment shall be deemed to be a Loan Document.

C. This Amendment shall be binding upon Debtor and its respective successors and assigns and shall inure to the benefit of the Secured Party and its respective successors, assigns and nominees.

EXECUTION COPY

D. The Agreement, as amended by this Amendment, together with the Loan Agreement and the other Loan Documents, constitutes the final, entire agreement and understanding between the parties with respect to the subject matter hereof and thereof and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements between the parties, and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto and thereto. There are no unwritten oral agreements between the parties with respect to the subject matter hereof and thereof. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE CHOICE OF LAW PROVISIONS SET FORTH IN THE LOAN AGREEMENT AND SHALL BE SUBJECT TO THE WAIVER OF JURY TRIAL AND NOTICE PROVISIONS OF THE LOAN AGREEMENT.

E. The Loan Agreement and each Loan Document and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

[Remainder of Page Intentionally Blank]

EXECUTION COPY

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

DEBTOR

GARDENBURGER, NC.,

By: 

Name: R. J. TREADING, JR.

Title: SVP CFO

SECURED PARTY:

CAPITALSOURCE FINANCE LLC

By: _____

Name: _____

Title: _____

EXECUTION COPY

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

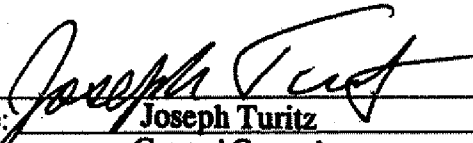
DEBTOR

GARDENBURGER, NC.,

By: _____
Name: _____
Title: _____

SECURED PARTY:

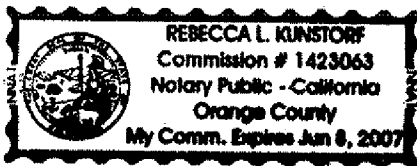
CAPITALSOURCE FINANCE LLC

By: 
Name: Joseph Turitz
Title: General Counsel
Corporate Finance Group

EXECUTION COPY

STATE OF California)
) ss.:
 COUNTY OF Orange)

On this 21st day of March 2005, before me personally came Robert T. Trebing, Jr. to me known, who being duly sworn, did depose and say, that he is the Sr. Vice President & CFO of GARDENBURGER, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



Rebecca L. Kinstorf
 Notary Public

STATE OF _____)
) ss.:
 COUNTY OF _____)

On this _____ day of March 2005, before me personally came _____ to me known, who being duly sworn, did depose and say, that he is the _____ of CAPITALSOURCE FINANCE, LLC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

 Notary Public

EXECUTION COPY

STATE OF _____)
) ss.:
COUNTY OF _____)

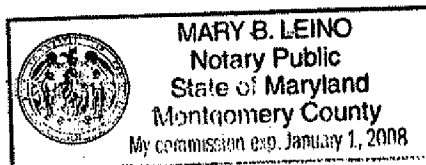
On this _____ day of March 2005, before me personally came _____ to me known, who being duly sworn, did depose and say, that he is the _____ of GARDENBURGER, INC., the corporation described in and which executed the foregoing instrument; and that she signed her name thereto by order of the Board of Directors of said corporation.

Notary Public

STATE OF MARYLAND)
) ss.:
COUNTY OF MONTGOMERY)

On this 21 day of March 2005, before me personally came Joseph Turitz to me known, who being duly sworn, did depose and say, that he is the General Counsel, Corporate Finance Group of CAPITALSOURCE FINANCE, LLC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Mary B. Leino
Notary Public



Schedule 1
(Additions to Exhibit A to Intellectual Property Security Agreement)

1. Additional Trademarks

Trademark	Assignee/ Owner	Reg. No.
EAT POSITIVE	Gardenburger, Inc.	2782906

2. Additional Patents

None.

3. Additional Copyrights

None.

**INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated January 10, 2002, is by and between GARDENBURGER, INC., an Oregon corporation ("Debtor"), and CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as a Lender and administrative agent and collateral agent for Lenders (in such capacities, "Secured Party") pursuant to the Loan Agreement (as defined below).

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to (a) the trademarks, trade names, terms, designs and applications, (b) the copyrights, rights and interests in copyrights, works protectable by copyrights, registrations and applications, and (c) the patents and patent applications and the inventions, invention disclosures, improvements and patentable inventions, each described in Exhibit A hereto and made a part hereof; and

WHEREAS, Secured Party, Lenders and Debtor have entered or are about to enter into financing arrangements pursuant to which Lenders may make loans and advances and provide other financial accommodations to Debtor as set forth in the Revolving Credit and Term Loan Agreement, dated as of the date hereof, by and among Secured Party, Lenders and Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Loan Documents"); and

WHEREAS, in order to induce Secured Party and Lenders to enter into the Loan Agreement and the other Loan Documents and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party, for the benefit of Lenders, certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. **GRANT OF SECURITY INTEREST**

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"):

(a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the

foregoing have appeared or appear, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, those listed on Exhibit A hereto, and all research and development relating to the foregoing; (ii) all renewals thereof; and (iii) all designs and general intangibles of a like nature (all of the foregoing being collectively referred to herein as the "Trademarks");

(b) all of Debtor's now existing or hereafter acquired right, title and interest in and to: (i) all patents, patent applications, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, those listed on Exhibit A hereto, and all research and development relating to the foregoing; and (ii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing (all of the foregoing being collectively referred to herein as the "Patents");

(c) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) copyrights, rights and interests in copyrights, works protectable by copyright, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Copyright Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, those listed on Exhibit A hereto, and all research and development relating to the foregoing; and (ii) all renewals of any of the foregoing (all of the foregoing being collectively referred to herein as the "Copyrights");

(d) the goodwill of the business symbolized by any Trademark, Patent or Copyright, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing such Trademark, Patent or Copyright;

(e) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith;

(f) the right to sue for past, present and future infringements thereof;

(g) all rights corresponding thereto throughout the world; and

(h) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of any of the Collateral.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party, Lenders and/or their respective affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Loan Agreement, the other Loan Documents or otherwise, whether now existing or

hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party or Lenders (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

- (a) Debtor shall pay and perform all of the Obligations according to their terms.
- (b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks, Patents and/or Copyrights as registered and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Documents, (ii) the security interests permitted under the Loan Documents, and (iii) the licenses and encumbrances described under Section 1(e) below.
- (c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.
- (d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the United States Patent and Trademark Office, the United States Copyright Office and/or any other appropriate federal, state or government office or in any other country.
- (e) As of the date hereof, Debtor does not have any Trademarks, Patents or Copyrights registered, or subject to pending applications, in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in

Exhibit A hereto and has not granted any licenses with respect to any of the Collateral or otherwise encumbered such Collateral other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an Advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) If, after the date hereof, Debtor shall (i) obtain any registered trademark, patent or copyright, or apply for any such registration in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark, patent or copyright registrations or applications for trademark, patent or copyright registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark, Patent or Copyright, as the case may be, in favor of Secured Party.

(i) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of any Collateral as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(j) No material infringement or unauthorized use presently is being made of any Collateral that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Collateral or is likely to cause confusion with any such Collateral. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Collateral.

(k) Debtor assumes all responsibility and liability arising from the use of the Collateral and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss,

damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Collateral or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(l) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreements and shall be part of the Obligations secured hereby.

(m) Debtor shall deliver to Secured Party all documents, instruments and other items as may be necessary for Secured Party to file this Agreement with the United States Patent and Trademark Office and the United States Copyright Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country in order to record its security interest granted hereby. If, before the Obligations are paid in full, Debtor acquires any new Trademarks, Patents or Copyrights, or rights thereto, Debtor shall give to Secured Party prompt written notice thereof, and this Agreement shall apply to any such new Trademarks, Patents or Copyrights. Debtor shall: (i) prosecute diligently any trademark, patent or copyright application at any time pending; (ii) make application for registration or issuance of all new trademarks, patents and copyrights as reasonably deemed appropriate by Debtor; (iii) preserve and maintain all rights in the Collateral; and (iv) use its best efforts to obtain any consents, waivers or agreements necessary to enable Secured Party to exercise its remedies with respect to the Collateral. Debtor shall not abandon any material right to file a trademark, patent or copyright application nor shall Debtor abandon any material pending trademark, patent or copyright application, or material Trademark, Patent or Copyright without the prior written consent of Secured Party. Debtor represents and warrants to Secured Party that the execution, delivery and performance of this Agreement by Debtor will not violate or cause a default under any of the Collateral or any agreement in connection therewith.

(n) Debtor, at its own cost, shall cooperate with Secured Party to prepare and file such amendments, updates, instructions or documents with the United States Patent and Trademark Office and the United States Copyright Office as is necessary to create, maintain and perfect or renew the security interest granted hereby or otherwise to effect fully the purposes, terms and conditions of this Agreement.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Loan Documents, applicable law or otherwise, Secured Party shall have the following rights and

remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

- (a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Collateral for any purpose whatsoever. Secured Party may make use of any Collateral for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.
- (b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.
- (c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.
- (d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Collateral (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Collateral against any other parties.
- (e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.
- (f) Debtor shall supply to Secured Party or to Secured Party's designee, upon request, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Collateral and Debtor's customer lists and other records relating to the Collateral and the distribution thereof. So long as no Event of Default occurs and is continuing, Secured Party and its designee shall maintain all such knowledge and expertise in strict confidence.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Loan Documents, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. ASSIGNMENT OF COLLATERAL

Debtor hereby assigns, transfers and conveys to Secured Party all Collateral owned or used by Debtor to the extent necessary to enable Secured Party, effective upon the occurrence of any Event of Default, to realize on the Collateral and any successor or assign to enjoy the benefits of the Collateral. Notwithstanding any other provision of this Agreement, the assignment, transfer and conveyance shall not be effective as to any U.S. intent-to-use application to register a trademark until the amendment to allege use or statement of use has been accepted. This right and assignment shall inure to the benefit of Secured Party and its successor, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever including, without limitation, any royalty or license fee, be made to Debtor or any other Person by Secured Party or any Lender.

7. LICENSE

So long as no Event of Default has occurred and is continuing, Debtor shall have a license to make, use and sell all patented inventions, use all marks and reproduce, distribute, display, perform and modify all works of authorship that are included in the Collateral. As to marks, the license is limited to goods and services of a quality comparable to that of goods and services currently offered by Debtor in its business.

8. INCORPORATION OF LOAN AGREEMENT AND LOAN DOCUMENTS

The Loan Agreement and each Loan Document and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

DEBTOR:

GARDENBURGER, INC.,

By: Lorraine Crawford
Name: Lorraine Crawford
Title: Vice President of Finance

SECURED PARTY:

CAPITALSOURCE FINANCE LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

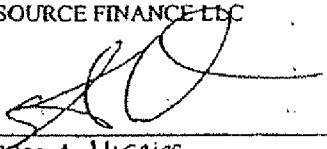
DEBTOR:

GARDENBURGER, INC.,

By: _____
Name: _____
Title: _____

SECURED PARTY:

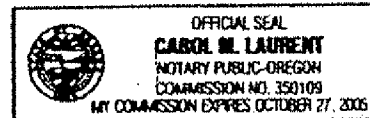
CAPITALSOURCE FINANCE LLC

By:  _____
Name: Steven A. Muscles
Title: Senior Vice President

STATE OF Oregon)
) ss.:
COUNTY OF Multnomah)

On this 9th day of January 2002, before me personally came Lorraine Crawford
to me known, who being duly sworn, did depose and say, that she is the Vice President of Finance of
GARDENBURGER, INC., the corporation described in and which executed the foregoing instrument;
and that he signed his name thereto by order of the Board of Directors of said corporation.

Carol M. Laurent
Notary Public



STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of January 2002, before me personally came _____,
to me known, who, being duly sworn, did depose and say, that he is the _____ of
CAPITALSOURCE FINANCE LLC, the limited liability company described in and which executed the
foregoing instrument; and that he signed his name thereto by order of the Board of Managers of said
limited liability company.

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of January 2002, before me personally came _____
to me known, who being duly sworn, did depose and say, that he is the _____ of
GARDENBURGER, INC., the corporation described in and which executed the foregoing instrument;
and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

STATE OF MARYLAND)
) ss.:
COUNTY OF PRINCE GEORGES)

On this 8th day of January 2002, before me personally came Steven A. Muscles,
to me known, who, being duly sworn, did depose and say, that he is the Senior Vice President of
CAPITALSOURCE FINANCE LLC, the limited liability company described in and which executed the
foregoing instrument; and that he signed his name thereto by order of the Board of Managers of said
limited liability company.

Shavonne James
Notary Public



**Exhibit A
to Intellectual Property
Security Agreement**

List of Trademarks, Patents, and Copyrights

Attached is a list of Borrower's trademarks and trademark applications.

Attached is a list of Borrower's patent application.

Borrower has no registered copyrights or copyright applications.



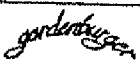
Gardenburger, Inc.
Trademark Status Report
Tuesday, January 08, 2002

Current Owner of Record Country	Design Image	Status	App. Date Reg. Date	App. No. Reg. No.
CLASSIC CREEK GARDENBURGER Gardenburger, Inc. United States Class: 29		Registered	2/2/98 6/1/99	75-427,187 2,250,581
EATING GOOD JUST GOT GREAT Gardenburger, Inc. United States Class: 29		Registered	5/21/97 9/22/98	75-298,680 2,191,566
FIRE ROASTED VEGETABLE GARDENBURGER Gardenburger, Inc. United States Class: 29		Registered	2/2/98 6/1/99	75-427,258 2,250,582
GARDEN Gardenburger, Inc. Benelux Class: 29		Registered	7/24/98 7/24/98	920189 638438
GARDEN Gardenburger, Inc. China (People's Republic) Class: 29		Filed	8/10/98	9800090764
GARDEN Gardenburger, Inc. Colombia Class: 29		Registered	11/13/98 5/4/01	98,067,256 235,562
GARDEN Gardenburger, Inc. Germany Class: 29		Registered	7/27/98 11/9/98	39842164.1 39842164
GARDEN Wholesome & Hearty Foods, Inc. Switzerland Class: 29		Registered	8/10/98 8/10/98	06531/1998 458,660
GARDENBURGER Gardenburger, Inc. Mexico Class:		Registered	2/8/96	522,327
GARDEN VEGGIE PATTIES Wholesome & Hearty Foods, Inc. Australia Class: 29		Proposed		
GARDEN VEGGIE PATTIES Gardenburger, Inc. Benelux Class: 29		Registered	6/15/98 6/15/98	917,768 636,706


Trademark Status Report

Current Owner/Record Country	Design Image	Status	App. Date Reg. Date	App. No. Reg. No.
GARDENVEGGIEPATTIES Gardenburger, Inc. Germany Class: 29		Registered	6/30/98 10/5/98	39832935.4 39832935
GARDENVEGGIEPATTIES Gardenburger, Inc. Mexico Class: 29		Allowed	6/11/98	335.882 612.176
GARDENVEGGIEPATTIES Gardenburger, Inc. United Kingdom Class: 29		Registered	6/17/98 6/17/98	2169739 2.169.739
GARDENBACON Gardenburger, Inc. United States Class: 29		Allowed	12/2/99	75-862.736
GARDENBITES Gardenburger, Inc. United States Class: 29		Filed	10/10/01	76-323.926
GARDENBURGER Wholesome & Hearty Foods, Inc. Argentina Class: 29		Registered	9/12/96	2.048.584 1.748.655
GARDENBURGER Wholesome & Hearty Foods, Inc. Australia Class: 29		Registered	12/6/93 12/6/93	617802 A617802
GARDENBURGER Gardenburger, Inc. Benelux Class: 29		Registered	3/4/93 3/4/93	75120 528415
GARDENBURGER Brazil Class: 29.10		Registered	5/21/98 10/31/00	820762270 820762270
GARDENBURGER Gardenburger, Inc. Canada Class: 29		Registered	10/22/93 12/8/95	739.701 TMA451.483
GARDENBURGERHAMBURGERSTYLE Gardenburger, Inc. Canada Class: 29		Registered	8/4/98 8/6/01	886.415 TMA549.341
GARDENBURGERFIREROASTED VEGETABLE Gardenburger, Inc. Canada Class: 29		Registered	8/4/98 8/6/01	886.417 TMA549.340

Trademark Status Report

Current Owner of Record Country	Design Image	Status	App. Date Reg. Date	App. No. Reg. No.
GARDENBURGERVEGGIEMEDLEY Gardenburger, Inc. Canada Class: 29		Registered	10/21/96 7/15/99	826,492 512,872
GARDENBURGERZESTYBEAN Gardenburger, Inc. Canada Class: 29		Registered	10/21/96 7/15/99	826,493 512,871
GARDENBURGER Gardenburger, Inc. China (People's Republic) Class: 29		Registered	10/9/96 12/14/97	960,112,688 1134925
GARDENBURGER and Design Gardenburger, Inc. Colombia Class: 29		Registered	7/22/97 9/25/96	96,012,218 189639
GARDENBURGER Gardenburger, Inc. Colombia Class: 29		Registered	7/22/97 11/11/99	97/041,592 222614
GARDENBURGERVEGETARIAN PRODUCTS (Block & Stylized Letters) Wholesome & Hearty Foods, Inc. France Class: 29, 30, 42		Registered	4/8/92 4/8/92	92/414,200 92/414,200
GARDENBURGER Stylized letters Wholesome & Hearty Foods, Inc. France Class: 29, 30, 42		Registered	4/8/92	92413599
GARDENBURGERZESTYBEAN Gardenburger, Inc. Germany Class: 29		Registered	11/5/96 1/16/97	396,47,938 396,47,938
GARDENBURGERVEGGIEMEDLEY Gardenburger, Inc. Germany Class: 29		Registered	11/5/96 2/6/97	39647884 39647884
GARDENBURGER Gardenburger, Inc. Germany Class: 29		Registered	12/16/93 3/24/95	2,093,593 2,093,593
GARDENBURGER Gardenburger, Inc. Japan Class: 29		Registered	9/12/96 12/17/99	102,444/96 4344076
GARDENBURGER Gardenburger, Inc. Korea (South) Class: 29		Filed	2/26/01	0007033


Trademark Status Report

Current Owner of Record Country	Design Image	Status	App. Date	App. No.
			Reg. Date	Reg. No.
GARDENBURGER Gardenburger, Inc. Mexico Class: 29		Registered	2/16/95 2/16/95	224,654 637,897
GARDENBURGER Gardenburger, Inc. Norway Class: 29		Registered	11/3/97 8/20/98	1997,9150 192,224
GARDENBURGER Wholesome & Hearty Foods, Inc. Philippines Class: 29		Registered	2/7/97 9/4/00	113726 4-1997-113726
GARDENBURGER Wholesome & Hearty Foods, Inc. Switzerland Class: 29,30		Registered	3/17/94 3/17/94	1923/1994.0 420,474
GARDENBURGERVEGGIEMEDLEY Wholesome & Hearty Foods, Inc. Switzerland Class: 29		Registered	1/7/97 1/7/97	59/1997 443,450
GARDENBURGERZESTYBEAN Wholesome & Hearty Foods, Inc. Switzerland Class: 29		Registered	1/7/97 8/27/97	60/1997 444,813
GARDENBURGER Gardenburger, Inc. Taiwan (Republic of) China Class: 29		Filed	2/12/01	90001941
GARDENBURGER Wholesome & Hearty Foods, Inc. Thailand Class: 29		Published	10/25/96	320,591
GARDENBURGERVEGGIEMEDLEY (block & stylized letters) Gardenburger, Inc. United Kingdom Class: 29		Registered	11/21/96 11/21/96	2116300 2116300
GARDENBURGERZESTYBEAN (block & stylized letters) Gardenburger, Inc. United Kingdom Class: 29		Registered	11/21/96 11/21/96	2116299 2116299
GARDENBURGERWHOLE SOME AND HEARTY FOODS and Design Gardenburger, Inc. United Kingdom Class: 29		Registered	8/23/88 8/23/88	B135678 1355678
GARDENBURGER Gardenburger, Inc. United Kingdom Class: 29		Registered	8/23/88 8/23/88	B1355671 1355671

Trademark Status Report

Current Owner of Record Country	Design Image	Status	App. Date	App. No.
			Reg. Date	Reg. No.
GARDENBURGERZESTYBEAN Gardenburger, Inc. United States Class: 29		Registered	9/20/96 3/24/98	75-169,169 2,145,876
GARDENBURGERStylized Letters Gardenburger, Inc. United States Class: 29	<i>Gardenburger</i>	Registered	10/17/96 10/7/97	75-183,493 2,103,410
GARDENBURGERMEATLESS MEATBALLS Gardenburger, Inc. United States Class:		Proposed		
GARDENBURGERRIBBLETSStylized Letters Gardenburger, Inc. United States Class: 29		Approved for publication	5/29/01	76-264,005
GARDENBURGERVEGGIEVEGAN Gardenburger, Inc. United States Class: 29		Registered	5/23/00 2/27/01	78-009,504 2,431,678
GARDENBURGERHAMBURGER CLASSIC Gardenburger, Inc. United States Class: 29		Registered	4/26/00 3/6/01	78-005,808 2,433,717
GARDENBURGERFLAMEGRILLED Gardenburger, Inc. United States Class: 29		Registered	4/7/00 6/5/01	76-020,349 2,457,162
GARDENBURGERORGANICS Gardenburger, Inc. United States Class: 29		Allowed	12/2/99	75-862,607
GARDENBURGERENTREES Gardenburger, Inc. United States Class: 29		Published	12/2/99	75-862,934
GARDENBURGERCRUMBLES Gardenburger, Inc. United States Class: 29		Allowed	12/2/99	75-862,902
GARDENBURGER Gardenburger, Inc. United States Class: 29		Registered	1/17/86 9/16/86	73-578,285 1,409,666
GARDENBURGERSANTAFE Gardenburger, Inc. United States Class: 29		Registered	12/18/98 11/28/00	75-608,051 2,409,330



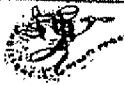
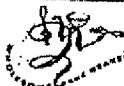
Trademark Status Report

Current Owner of Record Country	Design Image	Status	App. Date	App. No.
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GARDENBURGERVEGGIEMEDLEY Gardenburger, Inc. United States Class: 29		Registered	9/11/96 3/24/98	75-164,888 2,145,861
GARDENBURGERBITES Gardenburger, Inc. United States Class: 29		Allowed	5/28/98	75-491,948
GARDENBURGER and Design (Stake) Gardenburger, Inc. United States Class: 29		Registered	11/6/96 10/7/97	75-194,220 2,103,545
GARDENBURGERHAMBURGERSTYLE Gardenburger, Inc. United States Class: 29		Registered	8/14/96 3/10/98	75-150,746 2,143,484
GARDENBURGERCLASSICGREEK Gardenburger, Inc. United States Class: 29		Registered	2/2/98 6/1/99	75-427,357 2,250,583
GARDENBURGERSAVORY MUSHROOM Gardenburger, Inc. United States Class: 29		Registered	2/2/98 10/5/99	75-427,493 2,284,033
GARDENBURGERFREROASTED VEGETABLE Gardenburger, Inc. United States Class: 29		Registered	2/2/98 6/1/99	75-427,576 2,250,585
GARDENBURGERSUB Gardenburger, Inc. United States Class: 30		Registered	7/6/95 9/24/96	74-697,810 2,002,637
GARDENBURGERPIZZA Gardenburger, Inc. United States Class: 30		Filed	7/13/99	75-749,526
GARDENBURGER Venezuela Class: 29		Published	3/12/98	4343/98
GARDENCHEFFPAULWENNER Gardenburger, Inc. United States Class: 29		Approved for publication	10/17/96	75-183,492
GARDENMEXI Wholesome & Hearty Foods, Inc. France Class: 29		Registered	11/5/93 11/5/93	93490991 93490991

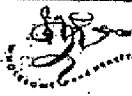

Trademark Status Report

Current Owner of Record Country	Design Image	Status	App. Date Reg. Date	App. No. Reg. No.
GARDENNUGGETS Gardenburger, Inc. United States Class: 29		Allowed	11/19/97	75-392,762
GARDENSAUSAGE Gardenburger, Inc. Canada Class:		Registered	10/22/93 10/27/97	739,700 484,665
GARDENSAUSAGE Wholesome & Hearty Foods, Inc. France Class: 29		Registered	11/5/93 11/5/93	93490994 93490994
GARDENSAUSAGE Gardenburger, Inc. Germany Class: 30		Registered	12/16/93 3/7/95	W45344/30Wz 2902666
GARDENSAUSAGE Gardenburger, Inc. United States Class: 29		Registered	6/17/93 7/23/96	74-403,771 1,987,820
GARDENSTEAK Gardenburger, Inc. United States Class: 29		Registered	6/17/93 7/29/97	74-403,772 2,082,694
GARDENVEGAN Gardenburger, Inc. United States Class: 29		Registered	8/22/97 8/18/98	75-345,104 2,182,470
GARDENVEGGIE Wholesome & Hearty Foods, Inc. France Class: 29		Registered	11/5/93 11/5/93	93490995 93490995
GARDENWRAP Gardenburger, Inc. United States Class: 29		Allowed	11/2/00	78-033,592
HAMBURGERSTYLEGARDENBURGER Gardenburger, Inc. United States Class: 29		Registered	2/24/98 12/29/98	75-439,758 2,214,768
HEARTYBURGER Wholesome & Hearty Foods, Inc. United States Class: 29		Registered	10/9/97 2/16/99	75-370,746
LIFEBURGER Gardenburger, Inc. United States Class: 29		Registered	3/10/99 10/31/00	75-657,069 2,400,907

Trademark Status Report

Current Owner of Record Country	Design Image	Status	App. Date	App. No.
			Reg. Date	Reg. No.
NEWYEAR'S RESOLUTION SOLUTION Gardenburger, Inc. United States Class: 29		Registered	4/11/97 6/29/99	75-273,214 2,257,669
PAUL WENNER DESIGN Design Only Gardenburger, Inc. United States Class: 29		Registered	11/6/96 12/2/97	75-194,219 2,117,812
PAUL WENNER DESIGN (New) Design Only United States Class: 29		Registered	1/14/98 11/17/98	75-417,859 2,204,095
SANTA FE GARDENBURGER Gardenburger, Inc. United States Class: 29		Registered	12/18/98 11/7/00	75-608,052 2,402,720
SAVORY MUSHROOM GARDENBURGER Gardenburger, Inc. United States Class: 29		Registered	2/2/98 6/1/99	75-427,437 2,250,584
TAYBURN Gardenburger, Inc. United States Class: 29		Registered	5/11/99 8/8/00	75-702,476 2,376,185
THE ONLY ONE ON EARTH Gardenburger, Inc. United States Class: 29		Registered	7/29/97 6/16/98	75-332,658 2,165,961
THE ORIGINAL GARDENBURGER Gardenburger, Inc. United States Class: 29		Registered	8/12/99 5/9/00	75-774,537 2,348,813
VEGGIE PRIME Gardenburger, Inc. United States Class: 29		Allowed	7/10/97	75-325,908
WHOLESOME & HEARTY FOODS INC. and Design (Spoon & Fork) Wholesome & Hearty Foods, Inc. Australia Class: 29		Registered	11/4/96 10/31/97	721,086 721,086
WHOLESOME AND HEARTY and Design (Spoon & Fork) Gardenburger, Inc. Canada Class:		Registered	10/22/93 10/25/96	739712 464,798
WHOLESOME & HEARTY Wholesome & Hearty Foods, Inc. France Class: 29		Registered	12/7/93 12/7/93	93495459 93495459

Trademark Status Report

Current Owner of Record Country	Design Image	Status	App. Date	App. No.
			Reg. Date	Reg. No.
WHOLE SOME & HEARTY FOODS Gardenburger, Inc. Germany Class: 29		Registered	12/16/93 2/23/95	W45345/29Wz 2092250
WHOLE SOME & HEARTY FOODS Gardenburger, Inc. Mexico Class:		Registered	2/16/95 2/16/95	224,653 556,287
WHOLE SOME AND HEARTY and Design (Spoon & Fork) Wholesome & Hearty Foods, Inc. Switzerland Class: 30		Registered	3/17/94 3/4/96	1921/1994.7 422760
WHOLE SOME & HEARTY FOODS INC. and Design (Spoon & Fork) Gardenburger, Inc. United Kingdom Class: 29		Registered	11/21/96 11/21/96	2116301 2116301

Trademark Status Report

PATENT STATUS REPORT

Gardenburger, Inc.
14115 W. Morrison, Suite 400
Portland Oregon 97205

Client#: 172010

Work Phone and Ext:

Home Phone:

(503)205-1558

Work Fax:

Home Fax:

(503)205-1650

Home Email:

ecole@gardenburger.com

Billing Attorney:
Erich W. Merrill, Jr.

Responsible Attorney:
Karen D. Oster

Patent Title:	Matter Number:	Inventors:	App. No.	Patent Number:	Type/Status:
METHOD AND APPARATUS FOR MAKING FLAME-GRILLED PATIES	0100	James W. Linford, Jan P. Smith, Michael M. Roberts, Sarah Z. Mason, Daniel M. Zelnitsky	Filing Date: 09/05/01	Issue Date: 01/01/02	Priority Date: Filed
Due Date(s):	Upcoming Actions:				
4/16/02	Estimated Receipt of Office Action				
5/16/21	Expiration (without patent term adjustment)				5/17/00

B

**Exhibit B
to Intellectual Property
Security Agreement**

List of Licenses and Encumbrances

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
Settlement Agreement	International Market Brands, Inc., and Borrower	April 17, 2001
Settlement Agreement	Worthington Foods, Inc, and Borrower	December 12, 1995

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EXHIBIT C
TO
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF Oregon)
) ss:
COUNTY OF Multnomah)

KNOW ALL MEN BY THESE PRESENTS, that GARDENBURGER, INC. ("Debtor"), hereby appoints and constitutes, severally, CAPITALSOURCE FINANCE LLC, as Agent ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any Collateral and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Intellectual Property Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are indefeasibly paid in full and the Agreement is terminated in writing by Secured Party.

Dated: January 9, 2002

GARDENBURGER, INC.

By: Loraine Crawford
Name: Loraine Crawford
Title: Vice President of Finance

STATE OF Oregon)
) ss:
COUNTY OF Multnomah)

On this 9th day of January 2002, before me personally came Loraine Crawford, to me known, who being duly sworn, did depose and say, that she is the Vice President of Finance of GARDENBURGER, INC., the corporation described in and which executed the foregoing instrument; and that she signed his name thereto by order of the Board of Directors of said corporation.

Carol M. Laurent
Notary Public

